IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION.

COMPANY PETITION No.1287/1999.

Parekh Marketing Ltd. ..Petitioner.

V/s.

Orbit Polyster Ltd. **..**Respondent.

Mr Dinesh Pednekar i/b S.D.D. & Phadarphekar
for the Petitioner.

None for the Respondent.

CORAM: V.C. DAGA,J.

DATED: 7TH FEBRUARY,2007.

P.C.:-

1. Heard the learned counsel for the petitioner. None appears for the respondent though served. No reply has been filed opposing this petition. Perused petition.

2. According to the petitioner, the goods were sold, supplied and delivered to the respondent Company as per their requisition and various bills reflected in para no. 8 of the petition. It is,thus, clear that the goods for Rs. 2,44,358.40 ps. were sold, supplied and delivered by the petitioner company to the respondent company. The respondent company has made part payment in

the sum of Rs.48,448.60 ps. Apart from this, the petitioner company has issued Credit Note for the aggregate amount of Rs. 59,373.60 paise. Thus, after adjusting the said amounts principal amount of Rs. 1,36,536.80 paise is due and payable by the respondent company to the petitioner company. The petitioner has also filed acknowledgement of debt in the sum of Rs.1,36,536.80 paise. The petitioner issued statutory notice on 2nd April, 1999 and 16th October, 1999 to which the respondent company didnot give reply. Despite repeated reminders claim of the petitioner company has not been satisfied by the respondent company.

3. Today, when the petition was called out, nobody was present on behalf of the respondent. Under these circumstances, all the allegations made in the petition are remained uncontroverted and can virtually be said to have been admitted by the respondent by remaining silent. No reply has been filed opposing this petition. In other words, assertaions made by the petitioner are supported by the documents placed on record which are remained uncontroverted.

4. In the above view of the matter, legal

presumption arises that the respondent company has failed to discharge it's liability. The said legal presumption remained unrebutted. In this situation, this Court has noother option than to winding up the respondent company. The petition is,thus, allowed in terms of prayer clauses (a) and (b) with no order as to costs.

[V.C.DAGA,J]